FOR COUNTY USE ONLY



County of San Bernardino

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STANDARD CONTRACT

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Linen and Laundry Services				FY	Α	mount		I/D	FY	Amount	I/D	
					02/03	_~\$1	16.66 ⁻	7_		05/06	\$1.400.000	
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Contract Type – 2(h)				04/05	_~\$1	.400.0	0					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name				
Angelica Healthcare Se	rvices Group	Hereinafter called	Contractor	
Address				
925 South 8 th Street				
Colton, CA 92324				
Telephone	Federal ID No. or Social Security	-		
(909) 825-2292	No.			

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is made and entered into by the COUNTY of San Bernardino, hereinafter referred to as "County," on behalf of the Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Angelica Healthcare Services Group, hereinafter referred to as "Contractor."

WHEREAS, the Medical Center has the need for professional laundry and linen services; and

WHEREAS, Contractor is able to perform the required professional laundry and linen services; and

WHEREAS, Medical Center and Contractor wish to cooperate in the provision of these laundry and linen services,

NOW, **THEREFORE**, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

- I. Obligations of Contractor:
 - Contractor shall rent and service linen to the Medical Center. For purposes of this Agreement, the term "linen" shall refer to sheets, mattress covers, blankets, bedspreads, washcloths, hand towels, bath towels, garments, patient gowns, standard scrubs, and other similar items. The term "linen" does not include any personal laundry or County Owned Goods (COG). Any items that become commingled with the laundry shall be returned to the Medical Center.
 - All linen furnished and supplied by the Contractor shall at all times be and remain the property of the Contractor.
 - 2. Contractor shall invoice the Medical Center at \$0.4668 cents per clean pound of standard linen delivered, which includes the replacements of all standard linens, except for standard scrubs as described below. Standard linen shall be defined as all items listed in Attachment A.
 - 3. For all non-standard linen items, Contractor shall invoice Medical Center at the mutually agreed upon rental rates as listed in Attachment B. Rental includes delivery, use and laundering of non-standard linen items.
 - 4. For each year of the Agreement (June 1st May 31st), Contractor shall maintain and replace up to 100% of the Medical Center's standard scrub inventory to par level. If on the Agreement's anniversary date (May 31st), the Medical Center has exceeded the 100% inventory replacement level, the Medical Center shall compensate the Contractor for any replacements over the 100% as defined in Attachment A. Contractor shall notify Medical Center when it has reached the 100% inventory level.
 - 5. Contractor shall pick-up soiled, process and deliver COG as defined in Attachment C.
 - 6. Contractor shall provide services of a dedicated account contact five (5) days per week and provide supervisors and/or technicians as well as office personnel to assist in the coordination of laundry services. Contractor shall be responsible for all salaries, labor and uniform related expenses for all supervisors, technicians and office personnel.
 - 7. Contractor shall assume overall responsibility for laundered items from the Medical Center; this includes the delivery of clean laundry and pick-up of dirty laundry 7 days a week. Delivery of clean laundry shall be between the hours of 9:00 A.M. and 11:00 A.M., or a mutually agreed upon time.
 - 8. Contractor shall pick up soiled linen at the Medical Center's loading dock (laundry collection and distribution location) as designated by the Medical Center, or other designated locations, at times mutually agreed upon by both parties. Soiled linen will be contained in closed bags for pick up; laundered linen shall be placed into closed containers and delivered to specified locations.
 - Additional pick-ups and/or deliveries may be made from time to time by Contractor in order to service unusual or other extra needs of the Medical Center. Contractor shall make every effort to comply with such requests, provided such requests are reasonable and do not unduly hamper Contractor's ability to services its other customers, or increase costs extraordinarily or unreasonably. Contractor shall not charge an additional amount for such services.
 - Contractor shall clean each cart after it has been used to transport soiled linen.
 - 9. Contractor shall be responsible for maintaining linen par levels at the Medical Center's three Family Health Centers. This includes inventorying linen, delivering clean linens, and picking up soiled linens, once a week, for a minimum charge of \$50 or the price/pound for laundered goods, whichever is greater, per Family Health Center, as defined in Attachment D.
 - 10. Contractor must provide active leadership in a cost-effective process for the laundering of items by participating in a continuous improvement process for the performance of laundry services. Improvement process relates to participating in a loss prevention program including, but not limited to, installation of automated dispensing units/linen management software and hardware, pre-approved by the Medical Center, as well as assisting with the planning and development of a laundry program.
 - 11. Contractor shall provide continuing education to Medical Center staff relating to laundry services, including educational activities for nurses and other health care professionals relative to the loss of laundered items.
 - 12. On a quarterly basis, Contractor shall provide to the Medical Center a report listing amounts (pounds and number of items) of linen utilized by unit and/or area, and cost of linen utilized by unit and/or area.

- 13. On a quarterly basis, Contractor shall perform an inventory of all scrubs housed at the Medical Center. Contractor shall give Medical Center thirty (30) days written notice of inventory date. At time of the inventory, Medical Center shall provide one Medical Center employee for each Contractor employee assigned to conduct the inventory. If Medical Center fails to assign employee(s), or such employee(s) fail to participate in the inventory, Medical Center shall accept the inventory count as provided by Contractor.
- 14. On each anniversary date of this Agreement (May 31st), all prices set forth herein will be increased by the amount of the Medical Consumer Price Index (MCPI) for All Urban Consumers, U.S. City Average, provided the increase is not more than five percent (5%) or less than two percent (2%). Contractor must notify Medical Center in writing, 60 days prior to MCPI increase.
- 15. Contractor shall submit summary statements to the Medical Center on a weekly basis. Statement will include a summary page of all charges, followed by individual charges identified by cost center. A three percent (3%) energy conservation charge will be applied to all invoices due to the rising cost of utilities and fuel and the increase of disposable items used within the facilities
- 16. Contractor shall comply with all applicable federal, state and local laws, codes and regulations, the Joint Commission on Accreditation on Healthcare Organizations, American Hospital Association and the Textile Rental Services Association.

II. Obligations of the Medical Center:

- 1. Medical Center shall reimburse Contractor at mutually agreed upon rates in Attachment A, B, C and D for standard and non-standard linen. All statements for services provided under this Agreement shall be submitted to the Medical Center on a weekly basis. All statements will be due and payable within 30 days of the date on the invoice.
- 2. On a quarterly basis, the Medical Center shall assist Contractor with inventory of all linens, by providing one Medical Center employee for each Contractor employee assigned to conduct the inventory.
- 3. The Medical Center reserves the right to notify Contractor, in writing, 30 days in advance of its intent to discontinue use of any items listed in Attachments A through D.

III. Indemnification:

- Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against
 any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out
 of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,
 attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or
 omissions of Contractor, its officers, employees, and agents.
- 2. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents.
- 3. In the event that Contractor or County is found to be comparatively at fault for any daim, action, loss or damage, which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.
- 4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicted shall have occurred prior to the effective date of any such termination or completion.

IV. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

- Workers' Compensation A program of Workers' Compensation insurance or a State-approved Self-Insurance
 Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California,
 including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor
 and all risks to such persons under this Agreement.
- Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage
 and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single
 limits for bodily injury and property damage of not less than \$1,000,000.
- 3. **Errors and Omissions Liability Insurance** Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- 4. **Professional Liability** Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- Additional Named Insured All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 6. **Waiver of Subrogation Rights** Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 7. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 8. **Proof of Coverage** Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- 9. Insurance Review The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of pat claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V. Status of Parties:

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.

2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

VII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

VIII. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Contractor. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

IX. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

X. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XI. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XII. Alternative Dispute Resolution:

In the event the Medical Center determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursing its legal remedies at law in the event a mutually satisfactory solution is not reached.

XIII. Term and Termination:

This Agreement shall be effective June 1, 2003 through June 30, 2006. However, this Agreement may be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate the termination on behalf of the County.

XIV. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center 400 North Pepper Avenue Colton, CA 92324 Attn: Mark Uffer, Director

Angelica Healthcare Services Group 925 South 8th Street Colton, CA 92324 Attn: General Manager

XV. Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

If during the course of the administration of this Agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies.

XVI. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVII. Authorization

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The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

COUNTY OF SAN BERNARDINO		Angelica Health (Print or type name	care Services Group of corporation, company, contractor, etc.)
>		Ву: ▶	
Dennis Hansberger, Chairman, Board	of Supervisors		rized signature - sign in blue ink)
Dated:		Name: Roscoe	Morrissette type name of person signing contract)
SIGNED AND CERTIFIED THAT A CO			
DOCUMENT HAS BEEN DELIVERED CHAIRMAN OF THE BOARD	TO THE	Title: General M	/lanager (Print or Type)
Clerk of the Board of S of the County of San Bo		Dated:	
Ву		Address: 925	South 8 th Street
Deputy			on, CA 92324
Approved as to Legal Form	Reviewed by Contract C		Presented to BOS for Signature
>		•	•
County Counsel			Department Head
Auditor/Controller-Recorder Use Only ☐ Contract Database ☐ FAS			

Keyed By

Input Date

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

/
/

Date	Date	Date

Auditor/Controller-Recorder Use Only

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Input Date	Keyed By	

(3 YEAR OPTION) STANDARD LINEN AND BULK GARMENT RENTAL PRICE SCHEDULE

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's standard linen requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The following items will be charged at a rate of \$.4668 per clean delivered pound:

Bath Towel Thermal Blanket
Hospital Sheet Pillowcase – white
Bath Blanket Light Draw Sheet
Operating Gown Patient Special Gown

Washcloth (white)

Knitted Contour Sheet

Bib Apron

Orange Cleaning Towel

Laundry Bag

Under-Quilted Pad

Huck Towel

Glass Towel

Linen replacements are included in the above \$.4668 pound price.

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's bulk scrub requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The following items will be charged at a rate of \$.4668 per clean delivered pound based upon one hundred percent (100%) of County of San Bernardino's bulk Economy Scrub weekly inventory requirements:

<u>Item Description</u> <u>Color</u> Economy Unisex Scrub Shirt Misty Green

Economy Unisex Scrub Shift Misty Green

Economy Unisex Scrub Pant Misty Green

Angelica will replace one hundred percent (100%) of the weekly inventory requirements annually for County of San Bernardino's bulk Economy Scrub inventory at no charge to County of San Bernardino. However, for bulk Economy Scrub losses that exceed one hundred percent (100%) of the weekly inventory requirements for County of San Bernardino's scrub inventory in a one (1) year period, County of San Bernardino agrees to pay Angelica for all losses above the one hundred percent (100%) at Angelica's replacement cost for Economy Scrubs that are lost, stolen, damaged, removed from circulation or otherwise rendered unusable, except for reasonable wear and tear, while within the control of County of San Bernardino.

(3 YEAR OPTION) NON-STANDARD AND HYPERBARIC LINEN RENTAL PRICE SCHEDULE

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's non-standard linen requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

In addition to the \$.4668 per clean delivered pound price, the following items will be charged the processing fee listed below:

	Processing		<u>Processing</u>
Item Description	<u>Fee</u>	Item Description	<u>Fee</u>
Isolation Asep Gown	\$.5356	Nursing Mothers Gown	\$.4900
Obesity Gown	\$.5356	Baby Receiving Blanket	\$.1607
Surgery Towel	\$.1607	Baby Shirt	\$.1607
Wrapper 54 x 54	\$.1607	Special Eye Sheet	\$.1607
Pediatric Underpad	\$.2142	Wrapper 72 x 108	\$.1607
Child Patient Gown	\$.1607	I.V. Telemetry Gown	\$.5356
Child P.J. Pant	\$.1607	Child P.J. Shirt	\$.1607

Linen replacements are included in the above \$.4668 pound price.

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's hyperbaric linen requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The unit price for such service is as follows:

Item Description	<u>Unit Price</u>	Item Description	Unit Price
100% Cotton Patient Gown	\$.5800	100% Cotton Hospital Sheet	\$.8000
100% Cotton Pillowcase	\$.4000		

All hyperbaric linen charges are a predetermined amount based upon County of San Bernardino's weekly inventory requirements.

County of San Bernardino agrees to pay Angelica at Angelica's documented cost for hyperbaric linen that is lost, stolen, damaged, removed from circulation or otherwise rendered unusable, except for reasonable wear and tear, while within the control of County of San Bernardino.

(3 YEAR OPTION) NON-STANDARD GARMENT RENTAL PRICE SCHEDULE

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's non-standard garment requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The unit price for such service is as follows:

Item Description	<u>Unit Price</u>
Doctor Coat	\$1.2320
Lab Coat – Asep	\$1.2320

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's non-standard garment requirements for Arrowhead Behavioral Health Units.

The unit price for such service is as follows:

Item Description	<u>Color</u>	Unit Price
Unisex Scrub Shirt	Peacock	\$.2142
Female Scrub Pant	Peacock	\$.2142

All charges for non-standard garments are a predetermined amount based upon County of San Bernardino's weekly inventory requirements.

County of San Bernardino agrees to pay Angelica at Angelica's documented cost for non-standard scrubs and lab coats that are lost, stolen, damaged, removed from circulation or otherwise rendered unusable, except for reasonable wear and tear, while within the control of County of San Bernardino.

The above unit prices for scrubs and lab coats do not include embroidery, emblems, kaummagraph, silk screen, or lettering. Quotes for these services are available upon request.

(3 YEAR OPTION) DIETARY AND DUST CONTROL RENTAL PRICE SCHEDULE

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's dietary requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The unit price for such service is as follows:

Item Description	Unit Price	Item Description	<u>Unit Price</u>
Tablecloth 54 x 54	\$.6024	Napkin	\$.1349
Tablecloth 64 x 64	\$.7023	Tablecloth 54 x 120	\$1.5640
Tablecloth 81 x 81	\$1.5185	Table Cloth 72 x 72	\$.8077

Linen replacements are included in the above unit prices.

Angelica will place into service, pick-up soiled, process and deliver County of San Bernardino's dust control requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The unit price for such service is as follows:

Item Description	<u>Unit Price</u>
Wet Mop 24 oz.	\$.5830

All dust control charges are a predetermined amount based upon County of San Bernardino's weekly inventory requirements.

County of San Bernardino agrees to pay Angelica at Angelica's documented cost for dust control items that are lost, stolen, damaged, removed from circulation or otherwise rendered unusable, except for reasonable wear and tear, while within the control of County of San Bernardino.

(3 YEAR OPTION) CUSTOMER OWNED GOODS (COG) PRICE SCHEDULE

Angelica will pick-up soiled, process and deliver County of San Bernardino's COG requirements for Arrowhead Regional Medical Center and Arrowhead Behavioral Health Units.

The unit price for the following items is as follows:

Item Description	<u>Unit Price</u>
Pillow	\$2.0000
Cubicle Curtain	\$5.0000
Sleeping Bag	\$8.2400

The following items will be charged at a rate of \$.3311 per clean delivered pound:

llowcase
ıck Towel
ermal Blanket
ıst Mop

(3 YEAR OPTION) FAMILY HEALTH CENTERS LINEN RENTAL PRICE SCHEDULE

Angelica will place into service, pick-up soiled, process and deliver one (1) time per week County of San Bernardino's clinic linen requirements for McKee Family Health Center, Westside Family Health Center, and Fontana Family Health Center.

The following items will be charged at a rate of \$.4668 per clean delivered pound:

Pillowcase – white Light Draw Sheet Bath Blanket Bath Towel Washcloth Isolation Asep Gown Child Patient Gown Patient Special Gown

Linen replacements are included in the above unit prices.

A weekly minimum delivery amount of \$50.00 will apply.